

NAVAJO COUNTY NOTICE OF REQUEST FOR PROPOSALS RFP NO. F 14-07-01

ADULT AND JUVENILE INMATE FOOD SERVICES

The Navajo County Board of Supervisors is seeking proposals from qualified suppliers to provide delivery of inmate food services in a correctional institution environment for the Navajo County Jail and Detention located in Holbrook, Arizona. The contract for these services shall be a one (1) year contract with four (4) one-year extensions.

Competitive sealed proposals for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talker Drive, Holbrook, Arizona 86025, until the time and date shown below. Proposals received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals must be in the actual possession of the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office. Proposals shall be delivered to Navajo County at the place, time and date indicated on the RFP.

Proposals must be submitted in a sealed envelope. The <u>RFP number</u> and the <u>proposers name and address</u> should be clearly indicated <u>on the outside</u> of the envelope. Failure to clearly indicate RFP number, name and address on the outside of the proposal package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be in writing and addressed to the Purchasing Agent listed below.

RFP NUMBER:

F14-07-01

RFP DUE DATE:

August 26, 2013 AT 3:00 P.M. LOCAL AZ TIME August 26, 2013 AT 3:15 P.M LOCAL AZ TIME

PUBLIC OPENING DATE: SUBMITTAL LOCATION:

Board of Supervisor's Conference Room

100 East Code Talkers Drive

Holbrook, Arizona 86025

PRE-PROPOSAL CONFERENCE:

1:00 P.M. August 14, 2013

Navajo County Jail Conference Room

100 East Code Talkers Drive Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO:

Joyce Alexander, Procurement

(928) 524-4322

Joyce.alexander@navajocountyaz.gov

HTN 08/02/13 & 08/09/13 Publish Date(s) JA

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INTRODUCTION / BACKGROUND

The Navajo County's Sheriff Department (the "County) requests proposals from qualified, licensed vendors experienced in the delivery of inmate food services in a correctional institution environment. Contractor shall furnish well-prepared and nutritionally adequate meals that will meet all requirements prescribed by Federal, State, or Local law and regulation. Additionally, the Contractor must follow all food service related requirements necessary to comply with the American Correctional Association (ACA) standards and with the Arizona State Board of Corrections "Minimum Standards for Jails and Lockups" as those minimum standards apply to food services. The contract for these services shall be a one (1) year contract with (4) four one-year extensions. The jail has a maximum capacity of 450 inmates with an average daily population of 350 inmates.

Contractor shall comply with all ACA food service standards and assist in maintaining same.

Requested food services shall be provided to the Navajo County Sheriff's Jail (NCSO-Jail) and the Juvenile Detention Center (JDC). Wherever the terms "Sheriff", "Probation", "NCSO", "Jail", "Jail Annex", "Juvenile Detention Center", or "JDC" occur in this document, they shall individually and comprehensively mean Navajo County, a political subdivision of the State of Arizona acting through the Navajo County Board of Supervisors.

Inmate food services will consist of three (3) meals per day, seven (7) days per week, and three hundred sixty-five (365) days per year for inmates, with three hundred sixty-six (366) days during leap years.

The facilities to receive inmate food services consist of the following with locations noted for each:

- 1. NCSO-Main Jail: 100 East Code Talkers Drive, Holbrook, AZ
- 2. Juvenile Detention Center: 100 East Code Talkers Drive, Holbrook, AZ.

SCOPE OF WORK

I. Food Requirements

- A. **Meals Served**: Provide nutritious meals to inmates three (3) times per day, seven (7) days per week, three hundred sixty-five (365) days per year and three hundred sixty-six (366) days during leap years.
 - 1. Meals shall meet the following standards and guidelines:
 - a. American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions at: http://www.aca.org/standards/healthcare/Standards.asp.
 - b. Arizona Department of Education (ADE), Health and Nutrition Services, Food Service Management Company Guidance Manual for Local Education Agencies. Specifically, 7 CFR Part 3016.36 for the Federal standards governing procurements made by State Agencies, Local Education Agencies and other local program operators. For more information go to:
 - www.access.gpo.gov/nara/cfr/waisidx 04/7cfr3016 04.html
 - c. Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board at: http://fnic.nal.usda.gov

- d. Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC) at: http://www.ncchc.org/pubs/index.html
- 2. Meals served must meet the standard 2,900 calories per day per ADULT inmate appropriately distributed between three (3) meals per day. JUVENILE inmates will receive 3,200 calories per day distributed between three (3) meals per day including 8 ounces of milk with each meal, as well as a separate snack, to be served after the dinner meal. Should these minimum standards change during the term of this contract, the Provider shall adjust meals accordingly at no increase in the contract unit price per meal charged to the County.
- 3. A registered dietician directly employed by the provider must review all menus on an annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used by the provider. Dietician must provide certification applicable to the State of Arizona.
- 4. A nutritional analysis of each menu based on the standard recipes used by provider must be provided by the provider.
- 5. Contractor warrants that all meals provided will be nutritious and served in a manner that makes them wholesome and palatable. Proposed monthly menus by Contractor shall be reviewed and approved by authorized NCSO Command personnel in advance of implementation.
- 6. No more than fourteen (14) hours shall pass between the evening meal and breakfast served.
- 7. NO PORK PRODUCTS WILL BE SERVED.
- 8. A minimum of two (2) hot meals will be served daily, seven days per week. Fresh vegetables are required at least three (3) times per week.
- 9. Fresh whole milk (minimum 2% milk fat) will be served 3 times per week with at least one 8 ounce portion served as a beverage and/or the remaining portion in food preparation, using a calcium enriched supplement within the meal. See attached Master Menu in appendix which displays examples of the servings.
- 10. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.
- 11. All beverage products served with meals and snacks shall be FDA-approved and must be served prior to the stated date of expiration, whether marked on the container or not.
- 12. All food products used for distribution to inmates shall be domestic products (grown or produced within the United States). If produced, food products may be non-domestic, so long as the manufacturer complies with the standard FDA approval processes required for the purchase and/or sale of those food products within the United State, including packaging requirements.
- 13. Food containers that are damaged, including cans that are dented, are not acceptable,
- 14. Required menu specifications are:
 - a. Entrée portions are cooked weight.
 - b. Corn chips served are weight portions.
 - c. Other food items are volume portions or counts as indicated.
 - d. Required cooked meat and/or cheese weights in combination recipes are listed in parenthesis.
 - e. Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.

- f. A daily beverage provided with one of the three (3) meals served daily must be fortified with the RDA for vitamin C. Consult your Company dietitian for nutrition guidelines.
- g. Food products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).
- h. A maximum of six (6%) percent textured vegetable protein (TVP) is allowed in meat products.
- i. Detailed standard recipes for menu items served in portions are required.
- B. Holiday Meals: A minimum of four (4) nationally recognized holiday meals shall be provided annually at contract rates. These holidays include:
 - 1. Thanksgiving
 - 2. Christmas
 - 3. Discretion of authorized NCSO personnel with one-month advance notice to Contractor
 - 4. Discretion of authorized NCSO personnel with one-month advance notice to Contractor
- C. Restricted Diets: Contractor shall be required to provide all restricted diets to include:
 - 1. Medical diets approved by the County's authorized inmate medical health services provider.
 - a. The Contractor shall serve all restricted diets ordered in compliance with Department policies.
 - b. An hour of Sleep/Bedtime snack shall be supplied for all insulin dependent diabetics as delineated in medical diet standards for diabetics. (The diabetic snack or sack supplement provided on Saturday and Sunday is not to be considered a meal and shall not be charged as such).
 - c. Special dietary snacks for pregnant females, adolescents, and any other medical specialty requirement will be prepared as required by Contractor upon the request of authorized NCSO personnel. These snacks shall be provided at no additional cost to the County.
 - d. With a written order from the County's authorized inmate medical services provider (including County's authorized inmates dental provider), the Contractor shall supply regular restricted, medical diets as specified in accordance with medical Restricted Diet Guidelines.
 - 2. Religious diets commensurate with religious requirements and/or vegetarian preferences at the direction of authorized NCSO personnel.
 - a. All religious meals shall be ordered and served in compliance with County's policies and menus.
 - b. The Food Service Liaison shall provide the Restricted Diet Roster to be utilized by the Contractor.
- D. **Meal Handling & Procedures**: Contractor shall be responsible for food service procedures detailed below and will arrange for a delivery schedule to ensure that hot meals are delivered hot (all meals are prepared and delivered from the NCSO-Main Jail facility) All meals prepared and served must have food temperatures taken and documented by the provider.
 - 1. Contractor is responsible for delivering meals on insulated thermal trays on carts to inmates housed in the NCSO-Main Jail and Juvenile Detention Center. Milk and beverages shall be supplied for delivery and pick-up by NCSO authorized personnel. "Use by or shelf life dates" must be, at a minimum, of five (5) days.

a. **Meal Times**: Preparation of three daily meals for service to all the County Jail and Juvenile Detention facilities are to comply with the following schedule:

Adult Facilities	Juvenile Detention Center Facility		
Breakfast at 0600 hours	Breakfast at 0600 hours		
Lunch at 1100 hours	Lunch at 1100 hours		
Dinner at 1600 hours	Dinner at 1600 hours		
Snack = NA	Snack at 1930 hours		

- 2. Contractor is to provide all paper products, one new plastic spork for each tray served per meal, aluminum foil, containers and disposable eating-ware for use in special housing cells and meals for inmates who have missed a meal while in Court.
 - a. In the event of kitchen equipment breakdown, or other conditions beyond the control of the NCSO and Contractor which requires that the Contractor use other than the specified standard serving-ware, Contractor shall, at no cost to the NCSO, supply disposable trays, cups and sporks for eleven consecutive meals.
 - b. The NCSO will be billed at the Contractor's invoice cost for the disposable products used for the twelfth meal and thereafter until the specified service-ware and equipment are again made available by the NCSO for use by the Contractor.
- 3. Contractor is responsible for providing all kitchen cleaning aids, washing down and keeping neat the designated detention facilities' kitchen areas as well as the loading dock areas.
 - a. Contractor's employees will comply with detention facilities' rules concerning the use of the loading dock areas. These include, but are not limited to:
 - 1. Not permitting the storage or accumulation of off-loaded disposable pallets on food or kitchen supply deliveries.
 - 2. Prompt relocation of food and other supplies to proper storage areas.
 - 3. Not using the dock areas for storage of returnable food containers.
 - 4. Other practices which interfere with the utilization of the loading dock areas.
 - 5. Providing timely notification to NCSO designated personnel of all deliveries to be made to the loading dock areas, all of which will be subject to search by NCSO designated personnel.
- 4. Contractor's supervisory cooks will be responsible for ensuring portion control on food trays being served to inmates within the Main Jail and Juvenile Detention Center.
- 5. Contractor will provide proper hair restraints or hats, and plastic gloves for the work force inmates serving the inmates at all facilities noted herein.
- 6. Hot prepared meals will not be kept longer than thirty (30) minutes after established serving hours. Sack meals containing a sandwich, fruit, chips and a beverage shall be available for late arrival transports that were not present during scheduled serving hours. **Please Note**: Work Release inmates will be required to provide their own meals, at their place of employment or en-route to and from place of employment, if scheduled work hours do not coincide with established serving times.
- 7. Contractor will be responsible for returning trays, carts, etc. within the Adult Detention facilities to the kitchen for cleaning and storage by Contractor's staff. Maintenance of the Juvenile Detention Center's cleaning and sanitation standards will be the responsibility of Probation personnel.

- 8. Contractor's staff will ensure all kitchen utensils are properly inventoried and stored. All knives will be stored within a lockable "shadow box" container, which will be inventoried at the beginning and ending of each shift by the Contractor and NCSO Staff.
- 9. Provider must maintain in good working condition all equipment located in the food services area of the NCSO-Main Jail. All costs for repair and maintenance of the equipment, due to unnecessary or negligent damage by Contractor's staff and inmates, located in these areas will be borne by the provider, with no cost obligation to Navajo County.
- 10. Provider shall buy (at cost) the food inventory in stock at the time of contract award. The NCSO-Main Jail will do a physical inventory the day before the contract starts to ensure accuracy.
- 11. Contractor shall provide coffee products (grounds, sugar, creamer, disposable cups and spoons) for detention staff members, trustee workers and official visitors within the Main Jail facility Officer break room areas designated by the NCSO Deputy Chief. NCSO will provide appropriate coffee urns in compliance with fire and safety code standards.

II. Statutes & Requirements for Juvenile Detention Center (JDC) Food Service Management Companies

The Juvenile Detention Center will ensure compliance with Federal legislation requiring a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles.

A copy of the Arizona Department of Education (ADE), Guidance Manual for School Food Authorities (SFA) is available at the Arizona Department of Education's website at: http://www.ade.az.gov/health-safety/cnp/nslp/GuidanceManual.

III. Staffing Requirements

- A. On-site Staffing: Contractor, based upon the information provided herein, is to propose adequate staff to oversee and supervise all aspects of the food service operation. Enough staff must be provided at all times to ensure that the terms of this contract are satisfied. At the Main Jail facility, a minimum of one (1) Contractor supervisor per shift will be required. This requirement is in addition to the Food Service Director position. NCSO agrees to provide inmate workers to assist with food service operations regarding food preparation, filling of trays, general sanitation, utensil / tray cleaning and trash removal to on-site receptacles. County-sentenced inmates will be referred to as "working inmates". It is expressly agreed that working inmates provided by the NCSO are not to be considered agents or employees of the Contractor. The Contractor agrees to train and supervise such kitchen working inmates subject to the overall control of the NCSO. Contractor's onsite employees meet the following standards:
 - 1. All Contractor employees must be able to effectively communicate with inmate laborers.
 - 2. All Contractor employees who are required to work in Main Jail and Juvenile Detention Center) are required to undergo a security clearance check by the NCSO, or its designee, prior to commencing work in these facilities. For security reasons, information about any employee of the Contractor who has been denied access to another correctional facility must be disclosed to the NCSO, or its designee, in writing. All of Contractor's employees <u>must comply</u> with NCSO's written policy and procedures relating to facility security.
 - 3. Contractor's employees shall be free from any physical, emotional or mental condition that might adversely affect their performance. Written certification of compliance must be submitted to the NCSO-Jail Deputy Chief prior to the employee entering the facility. A licensed physician within the State of Arizona shall provide a written release.

- 4. Contractor's employees shall agree, in writing, that they understand their person and any personal belonging entering the facility with them are subject to search, without notice, at the discretion of the NCSO-Jail Deputy Chief. Said employees shall enter and exit County detention facilities through their main lobby entrances.
- 5. Contractor's employees shall not bring matches, lighters, **ELECTRONIC DEVICES** or tobacco products into the facility. Navajo County's public buildings and facilities as well as the immediate areas surrounding them are smoke-free (Proposition 201 Smoke-free Arizona).
- B. Fingerprinting and Legal Status: The provisions of A.R.S. §41-2814 (as may be amended from time to time) are hereby incorporated in their entirety as provisions of this Contract. For reference, this provision includes among other requirements those set forth below. The Contractor agrees to comply with A.R.S. §41-2814 as may be amended from time to time.
 - 1. Personnel employed by any facility under contractual agreement with the County, in which committed youth are confined shall, as a condition of employment, have valid class one or class two fingerprint clearance cards issued pursuant to Chapter 12, Article 3.1 of this title or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.
 - 2. Pursuant to A.R.S. §41-1758.03(H), the licensee or contract provider shall assume the costs of fingerprint checks and may charge these costs to persons required to be fingerprinted, at a cost of \$10.00 each at the County Jail and includes a background check.
 - 3. This contract may be canceled or terminated immediately if a person employed by the contractor and who has direct contact with committed youth certifies pursuant to the provisions of A.R.S. §41-2814 (or as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this jurisdiction or acts committed in another jurisdiction that would be offenses in this jurisdiction or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
 - 4. The contractor may avoid cancellation or termination of the contract if a person does not possess or has been denied issuance of a valid fingerprint clearance card, or who certifies pursuant to A.R.S. §41-2814(D) (or as may be amended) that they have been convicted of or are awaiting trial on any of the offenses listed therein, is immediately prohibited from employment or service with the contractor in any capacity requiring or allowing direct contact with committed youth unless the employee is granted a good cause exception pursuant to section 41-619.55.
 - 5. Contract personnel who have direct contact with committed youth shall certify on forms provided by the County and notarized whether they are awaiting trial on or have ever been convicted of or committed any of the criminal offenses defined in A.R.S. §41-2814(F) (as may be amended from time to time) in this state or similar offenses in another state or jurisdiction.
- C. **Health and Food Safety Standards**: Contractor and its employees shall ensure the standards set forth under A.R.S. Title 36, Arizona Administrative Code Title 9, and the Arizona Department of Public Health Services. Office of Environmental Health and Food Safety standards are met while providing food services under the terms of this contract. Additionally, Contractor shall provide a standard of food service that conforms with the standards of the American Correctional Association (ACA) covering the provision of food services in detention facilities. If a conflict arises in the application of standards identified herein, the requirement that shall prevail is the more stringent of the standards specified above.
 - 1. Contractor must follow ACA guidelines of its food service program with Navajo County within the first year of service. In the event that the awarded Contractor already has certification from ACA for its food service

- program, this certification must be maintained by Contractor for the life of the contract and subsequent renewals, at its own expense.
- 2. Contractor must follow ACA certification during the entire term of this contract including all renewal terms.
- 3. Contractor will be responsible, at its own expense, to apply for and maintain all local permits to operate a food service facility (Main Jail) through the Navajo County Department of Public Health Services, if required.
- E. **Inmate Staffing**: Contractor will outline work opportunities for inmates. Provider will state the estimated number of inmates to be desired and will be fully responsible for the training and supervision of the inmates working in food services. Contractor may, at its discretion, reject any or all inmates assigned for these duties at any time. There are two shifts in the kitchen with approximately ten (10) inmates per shift.
 - 1. Inmates shall not be permitted to supervise other inmates or handle detention facility keys or other security equipment or tools.
 - 2. Inmates shall not be permitted to enter the Contractor's designated office space located in the NCSO-Main Jail.
 - 3. Trash and garbage will be brought to the designated loading dock area by Contractor's employees in trash containers provided by the NCSO at least two time (2) per day, seven days per week, for removal by NCSO for these duties. "Working Trustee" inmates <u>will not</u> be utilized to remove trash from County Detention facility grounds under supervision of Contractor's staff. This operation will be supervised by NCSO and Probation assigned staff only.

IV. Sanitation

- A. Contractor shall be responsible for cleaning and housekeeping in the food preparation areas to include the kitchens, and the provided office space to Contractor by NCSO. Food preparation equipment, to include trays, carts, utensils, and cooking equipment will also be kept clean and in sanitary condition. The above will comply with Federal, State, and Local regulations and standards. Contractor agrees to submit to an inspection by the NCSO, Navajo County's Health Department, and/or any similar government agency as designated by the NCSO.
- B. Contractor agrees to proper and timely removal of trash and garbage from County detention facilities to the on-site dumpsters for each detention location.
- C. Contractor agrees to establish a log for hazardous materials, and to comply with all applicable laws and standards concerning the use, storage, and handling of such hazardous materials or substances. Grease will be removed in accordance with local health codes.

V. Contingency Planning

- A. Contractor shall provide a contingency plan for providing service, under the terms of this solicitation, in the event of:
 - 1. Power failure
 - 2. Lockdowns
 - 3. Work stoppage or work slowdown due to a labor action by Contractor's employees
 - 4. Weather
 - 5. Fire

- 6. Catastrophic events
- 7. Any other cause that would impact normal food services

VI. Reporting Requirements

- A. **Annual** (end of County's fiscal year June 30th for the term of this contract):
 - 1. Contractor shall provide to NCSO annual documentation verifying payment of and maintenance of all applicable Federal, State and Local licenses, taxes, permits and fees required for the operation of food services within Navajo County.
 - 2. Contractor shall provide to NCSO annual documentation verifying that all of Contractor's employees and staff who provide service to the County's detention centers have maintained State and Local certifications for Food Services, as required. This documentation must include records of the successful completion of all mandated training and updates required by ACA as well as Arizona's minimum standards for accreditation.
- B. Semi-annual (December 15th and June 15th of each contract year)
 - A report on the condition of all food service equipment Contractor's employees will supervise, including
 orientation and training of kitchen trustees in the use of such equipment to ensure its proper care and safe
 operation. If negligence by Contractor or Contractor's employees / staff results in a need for repairs and/or
 replacement of kitchen equipment, Contractor will be responsible for the payment for repair or replacement if
 warranted.
 - 2. Inventory of all proper safety equipment required for the administration of food preparation services provided to Contractor's employees.

C. Monthly (for each contract year)

1. Accurate accounts of sales and meal records in connection with the food services covered by this Contract. All such records shall be retained by the Contractor for a period of five (5) years and may be audited by the NCSO at any time during regular working hours. All records shall be either kept in Navajo County or be available to Navajo County on demand within seventy-two (72) hours.

D. Monthly Billing

- 1. Contractor will submit an invoice to the NCSO every month for the number of meals ordered for the *previous month* for billing purposes. A month starts at the breakfast meal on first day of the month and ends with the dinner meal on the last day of the month.
- 2. Invoices must be detailed to include all costs minus rebates, credits and discounts. This is per 7 CFR 210.21(e)(1), and 220.16(e)(1).
- 3. The FSMC shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the District's food service program. If received by the FSMC, such credits, monies or rebates will be used by and only for the benefit of the District and clearly shown as a credit on the next billing cycle. The grade, purchase unit, style, weight, ingredients, formulation, etc. shall be consistent with the following procurement specifications:

Beef USDA inspected
Poultry USDA inspected
Variety meats High quality

Dairy products

Grade A

Eggs

Frozen Grade A

Fish

Government inspected

Fresh fruits
Canned fruits

US Fancy US Fancy

Canned vegetables

US Fancy

Frozen vegetables
Frozen fruits

High quality High quality

All other items

High quality

VII. Customer Service Issues

A. Contractor shall provide an overview of its customer service resolution process, including:

- 1. Response times for emergency / non-emergency issues.
- 2. Protocol for escalation of customer service complaints.
- 3. Identification of the "chain of authority" for resolution of customer service complaints.
- 4. Outlining how customer services issues are documented, including documentation to be provided to County once an issue has been resolved.
- B. The County shall provide the following to Contractor in order that customer service issues may be resolved within a timely manner:
 - 1. Customer service issues will be brought to the attention of Contractor's designated staff by the County's designated Contract Administrator for NCSO and Probation respectively, or his/her authorized personnel only.
 - 2. The Contract Administrator for both of these departments and his/her authorized personnel shall maintain an ongoing log of all customer service issues presented to Contractor for resolution for the term of this Contract for Adult detention facilities and Juvenile Detention Center facility respectively. Said log shall include the date of the customer service issue, general description of the issue, the date on which the issue was addressed with Contractor, the date on which the issue was resolved and a general comments section for information pertinent to the issue.

VIII. County Responsibilities

- A. County is responsible for providing Contractor with accurate and timely orders for the number of meals to be served to Adult and Juvenile detention inmates within two (2) hours of time of service.
- B. Adequate heat, light, ventilation and all other utilities needed for the provision of food services under the terms of this contract shall be supplied to Contractor by the County. NCSO shall provide Contractor with office space for purposes of administering Contractor's duties outlined herein. Purchase of any furniture, filing cabinets, bookshelves, copy machines, fax machines, computers, and other office equipment, etc. shall be the sole responsibility of Contractor.
- C. Radio communications and business telephone service at no charge to the Contractor. The telephone shall be used only for local service, business-related calls. Should the Contractor desire local service for personal use and non-business related calls or long distance service, whether for business or personal use, a separate telephone line not connected to the County system will be installed at the Contractor's expense.

- D. General maintenance to the building structures from which Contractor will be providing food services shall be maintained, including gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall / ceiling surfaces as well as pest-control services; and all food service equipment repairs, except when damage is due directly to the Contractor's employee negligence or abuse; or Inmate's that have not had adequate food service equipment training by the Contractor. The maintenance provided does not include cleaning or housekeeping operations or pest control for the Contractor's food service operations.
- E. Security, control, and limitation of inmate movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
- F. Facility inspections made by the NCSO and/or Probation (for JDC only) when deemed necessary, with or without advance notice to the Contractor.

IX. Value-Added Services

This is an optional section where the Contractor may list any services that are not covered above that the Contractor feels would be of value or benefit to this proposal request.

X. Costs and Payments

- A. **Payments**. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.
- B. **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations specified herein.

C. Applicable Taxes.

- 1. Payment of Taxes by the County. The County shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract amendment approved by the Board of Supervisors.
- 2. State and Local Transaction Privilege Taxes. The County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 3. <u>Tax Indemnification</u>. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4. <u>IRS W9 Form</u>. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W9 Form on file with the County.
- 5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The County shall make reasonable efforts to secure such funds.

XI. Notice Warning

A. Unauthorized Items: Any person who takes into or out of or attempts to take into or out of the County's Adult

or Juvenile Detention Facilities or the grounds belonging to or adjacent to these facilities, any item not specifically authorized by the NCSO (Adult Detention Centers) and/or Probation (Juvenile Detention Center), shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages. Please Note: Contractor's staff will ensure no photograph devices are brought into secured facilities, including cell phone / PDA devices with camera / photograph capabilities, unless specific written permission is obtained in writing from NCSO designated facilities' Administrator or Probation designated Juvenile Detention Center Administrator. At no time will photographs be taken by Contractor's staff without this express written authorization. Contractor's staff receiving express written authorization for cell / PDA devices which include camera / photograph capability, will utilize them for Contractor's staff purpose only (Kitchen Manager is the only person authorized to carry a cell phone). No County-held inmate or "working trustee" will have access to or be allowed to utilize cell / PDA devices at any time.

- B. **Definition A.R.S. § 13-2501 Contraband**: Contraband means any dangerous drug, narcotic drug, marijuana, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or other article whose use or possession would endanger the safety, security or preservation of order in a correctional facility or a juvenile secure care facility as defined by section 41-2801, or of any person within a correctional or juvenile secure care facility. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.).
- C. <u>Promoting prison contraband A.R.S. § 13-2505</u>: A person, not otherwise authorized by law, commits promoting contraband:
 - 1) By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - 2) By knowingly conveying contraband to any persons confined in a correctional facility; or
 - 3) Knowingly making, obtaining, or possessing contraband in a correctional facility.

INSTRUCTIONS TO OFFERORS

- 1. PRE-PROPOSAL CONFERENCE: The date and time of a prospective pre-proposal conference is indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposals in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals.
- 2. PROPOSAL FORMAT: Original and 4 copies (5 total) of each should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may be reason for a proposal to be deemed non-responsive and not considered.

3. PREPARATION OF PROPOSALS:

- A. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
- B. The <u>offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal</u>. Proposal will be deemed non-responsive and rejected if offer page is not signed.
- C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
- D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- E. Periods of time, stated as a number of days, shall be in calendar days.
- F. It is the responsibility of all Offerors to examine the entire Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
- 4. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit their Proposal to the Clerk of the Board of Supervisor's Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposals page. The Offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, RFP NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.
- 5. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 6. INQUIRIES: Any question related to a Request for Proposals shall be in writing and directed to the Procurement Officer whose name appears on the front side of this document. The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Any correspondence related to a solicitation should refer to the appropriate Request for Proposals number, page and paragraph number. However, the Offeror must not place the number on the outside of an

envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposals amendment will be binding.

- 7. REQUEST FOR ADDITIONAL INFORMATION: The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.
- **8. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposals, the County reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) May make multiple awards
 - (3) Reject any or all proposals, or portions thereof; or
 - (4) Reissue the Request for Proposals.

A response to any Request for Proposals is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposals. Proposals do not become contracts unless and until they are executed by the County's Procurement Manager. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposals, unless any of the terms and conditions are modified by a Request for Proposals amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

- 9. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 10. LATE PROPOSALS: Late proposals shall not be considered.
- 11. WITHDRAWAL OF PROPOSAL: At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.
- **12. AMENDMENT OF REQUEST FOR PROPOSALS:** The Offeror shall acknowledge receipt of a Request for Proposals amendment by signing and returning the document by the specified due time and date.
- **13. SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the Offeror's proposal.
- **14. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

- **15. SUBCONTRACTORS:** Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.
- **16. UPON NOTICE OF INTENT TO AWARD:** The apparent successful Offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.
- 17. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposals is an offer to contract with the County based upon the contract provisions contained in the County's Request for Proposals, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposals cannot be modified without the express written approval of the Manager or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the County's Request for Proposals shall prevail.
- **18. PROPOSAL RESULTS:** Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Office and available for review after contract award.

PROPOSAL EVALUATION REQUIREMENTS

The following proposal evaluation criteria shall be used when evaluating contractor responses. Criteria are listed in order of importance.

- A. METHOD OF APPROACH (35 POINTS): The following Sections shall be considered in this area of evaluation.
 - A. General responsibilities and requirements of the:
 - 1. Contractor;
 - 2. Contractor's Staffing;
 - 3. Contractor's Staff Training;
 - 4. Contractor's Proposed Management;
 - 5. Inmate Labor Utilization, Supervision and Training;
 - 6. Performance Standards:
 - 7. General Responsibilities and Requirements of the Department;
 - 8. Financial Relationship between the Department and the Contractor;
 - 9. Format for Submittal of Proposal.
 - B. The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:
 - 1. How will Contractor meet stated objectives herein as relate to "food services"?
 - 2. How will Contractor's provision of the services identified herein support a mutually positive business partnership with the County?
 - 3. By what means will Contractor be able to provide cost savings measures to the County without sacrificing quality service?
 - 4. Contractor must have written protocols, policies and procedures in place to provide the proposed food services.
 - 5. Contractor will submit an organizational chart outlining all staff designated to service this contract at inception. The chart should be accompanied by a brief resume for each individual listed and provide information on their background and expertise in managing and/or providing service of similar scope as that outlined herein. Information should include the individual's name, title, business address, contact telephone numbers, fax number and email address.
 - Contractor must demonstrate its ability to comply with American Correctional Association standards for local detention facilities and attain ACA certification for food services as well as ADE standards for Juvenile Detention Facilities.
 - 7. Contractor will list those facilities currently under contract that have attained accreditation as a result of the Contractor's efforts.
 - 8. Contractor will provide a sample four-week menu, complete with nutritional analysis and caloric value per day for both Adult and Juvenile inmates.

II. QUALIFICATIONS & EXPERIENCE (35 Points)

- A. Contractor will supply sufficient information to support it is in good standing and financially stable with sufficient resources to provide services for the term of contract, if awarded, including available extensions for a total of five (5) years.
- B. <u>Contractor will have a minimum of five (5) years of institutional food service experience</u>. At least three (3) years of this experience will have been in providing food services for a correctional facility comparable in size and scope to Navajo County.

- C. The Contractor will have demonstrated recruiting capabilities for hiring and training of all staff required to provide satisfactory food services to Navajo County.
- D. Contractor must submit applicable references with correctional facilities as follows:
 - 1. Three (3) *current* references who are satisfied with the food services being provided to them by Contractor.
 - 2. Two (2) past references that chose to terminate services with Contractor due to performance within the last five (5) years.
 - 3. At a minimum, each reference provided by Contractor should contain the following information:
 - a. Name and address of the organization;
 - b. Contact person (name) and title for the organization;
 - c. Contact person (name) and title who is the primary manager over the facilities;
 - d. Telephone numbers (including area codes) and email addresses (if available) for each contact person listed;
 - e. Dates a contract was in effect for each facility listed;
 - f. Brief summary comparing the referenced facilities to Navajo County's facilities.
 - 4. Failure to provide reference information, as outlined herein, is a condition for disqualification.

III. PRICE PROPOSAL (Submitted in a separate, sealed envelope with your proposal) (30 Points)

A. Provide price proposal as requested on the Price Page attached herein.

IV. GENERAL:

- A. **Shortlist:** The County reserves the right to shortlist the offerors on all of the stated criteria. However, the County may determine that short-listing is not necessary.
- B. <u>Interviews</u>: The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
- C. <u>Additional Investigations</u>: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.
- D. <u>Prior Experience</u>: Experiences with the County and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.
- E. Multiple Awards: To provide adequate contract coverage, multiple awards may be made.
- F. <u>Unit Price Prevails:</u> Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- G. <u>Taxes:</u> Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- H. <u>Disqualification</u>: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- I. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for ninety (90) days. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final Offer due date.
- J. <u>Payment:</u> Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE

The Vendor Agrees to:

At Vendor's own expense, obtain stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. Rating of B++6 for insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force for vendor and sub-vendors who will be working on Navajo County property. The Vendor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the work. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

The Vendor shall furnish the County with certificates of insurance which name the County as additional insured in an amount as required in this contract.

Provide and maintain minimum insurance coverage as follows:

- Commercial General Liability. VENDOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
 - The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.
 - The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for VENDOR'S operations and products.
- <u>Automobile Liability</u>. **VENDOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **VENDOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- Workers' Compensation. VENDOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of VENDOR'S employees engaged in the

performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- VENDOR waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by VENDOR pursuant to this agreement.
- In case any work is subcontracted, VENDOR will require the Subcontractor to provide Workers'
 Compensation and Employer's Liability insurance to at least the same extent as required of VENDOR.
- Certificates of Insurance.
 - Prior to commencing work or services under this Contract, Vendor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.
- In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of VENDOR'S work or services and as evidenced by annual Certificates of Insurance.
- If a policy does expire during the life of the Contract, a renewal certificate must be sent to COUNTY
 fifteen (15) days prior to the expiration date.
- Cancellation and Expiration Notice.
 - o Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

2. CONTRACT TERM

The contract term is three (3) years with two (2) one-year renewal periods mutually agreed upon by both parties. A contract extension shall be executed within thirty (30) days of original contract term.

3. KEY PERSONNEL

Vendor shall provide list of any other key personnel and their function providing services under this contract.

- 3. **AMENDMENTS:** Amendments may be obtained during regular business hours at the Navajo County Procurement Office at: 100 East Code Talkers Drive, Holbrook, Arizona 86025. It is the Vendor's responsibility to obtain a copy of any amendment relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.
- ELIGIBILTY FOR COOPERATIVE PURCHASING The Offeror shall indicate on the price page whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any

eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

- 5. **TAX:** No tax shall be levied against labor. It is the responsibility of the Vendor to determine any and all taxes and include the same in proposal price.
- 6. **DELIVERY:** It shall be the Vendor's responsibility to meet the proposed delivery requirements. Navajo County reserves the right to obtain services on the open market in the event the Vendor fails to make delivery and any price differential will be charged against the Vendor.

7. HB 2151 - Iran Investments A.R.S § 35-393

a. Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Iran and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Iran.

8. HB 2151 - Sudan Investments and Business Operations A.R.S § 35-391

a. Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Sudan and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Sudan.

9. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.

- a. The Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the vendor may be subject to penalties up to and including termination of the contract.
- c. Failure to comply with a State audit process to randomly verify the employment records of vendors and subcontractors shall be deemed a material breach of the contract and the Vendor may be subject to penalties up to and including termination of the contract.
- d. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the vendor or subcontractors is complying with the warranty under paragraph a.

10. PAYMENT AND PERFORMANCE BONDS

A. **BID BONDS:** For any contract exceeding Fifty Thousand Dollars (\$50,000.00), each proposal shall be accompanied by a Surety Bond, Cashiers' or certified check or postal money order equal to ten percent (10%) of the Bidder's total amount bid, made payable to the Navajo County as a guarantee that, if the Work is awarded to the Contractor, the Contractor will within ten (10) calendar days from the date of the Notice of Award enter into proper Contract and provide the proper Performance and Payment Bonds, and Certificates of Insurance and endorsements, and any other documents or information required of the Contractor which is deemed necessary by the Owner for the Owner to enter into proper Contract with the Contractor as Contractor, for the faithful performance of the Work.

Surety bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The surety bond shall not be executed by an individual surety or sureties. In addition, said company or companies shall be rated B++6 or better as required by the Owner, as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

Failure on the part of the Contractor to enter into a Contract and provide satisfactory Performance and Payment Bonds, Certificates of Insurance, and other required documents within ten (10) calendar days after the date of the Notice of Award letter shall be just cause for the cancellation of the award and the forfeiture of the Proposal Guarantee which shall become the property of the Owner, not as a penalty, but in liquidated damages, except to the extent that the applicable Laws permit a penalty. Bid Bonds submitted by unsuccessful Contractors will be returned after the successful Award of Contract, including the Owner and successful Contractor entering into a binding Contract with the Contractor; or upon rejection of all bids by the Owner.

- B. **PAYMENT AND PERFORMANCE BONDS:** For any Contract exceeding Fifty Thousand Dollars (\$50,000.00), the Contractor shall submit to Navajo County Risk Management, at the same time as execution of the Contract, the following fully signed and notarized bonds, in a form acceptable to the County, which shall become binding upon the approval of the Contract by the Board of Supervisors pursuant to ARS §34-608 and ARS §41-2574:
- 1. Performance Bond in a form acceptable to Navajo County and in an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of Navajo County.
- 2. A Payment Bond in a form acceptable to Navajo County and in amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the Work provided for in such Contract.

Such Bonds shall be conditioned upon the faithful performance of the Contract and the payment of all labor, materials and supplies furnished therefore and the payment of all workman's compensation, occupational disease and unemployment compensation premiums.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment such reasonable attorney's fees as may be fixed by a judge of the court and all other provisions required by ARS § 34-222.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be payable and acceptable to Navajo County. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. In addition, said company or companies shall be rated B++6 or better as required by Navajo County, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

11. CONTRACT TYPE:

- A. Fixed price term.
- B. Pricing:
- 1. The method of compensation governing the contract shall be fixed rate. Responding contractors must submit a fixed bid for the five year duration of the contract. The rate for the first year shall be fixed with the pricing for the additional four years of the contract renegotiated based on the criteria set forth in this RFP. It should be noted that the full five years of pricing will be used in the evaluation process.
- 2. Contractor(s) must also submit a fixed price per meal for each of the pricing categories shown on the sliding scale identified in the Pricing Section.
- 3. Contractor(s) to indicate pricing as a separate cost item on the pricing page.

12. TERM OF CONTRACT:

- A. **Initial Term**: The term of any resultant contract shall commence on the date meal services are provided and shall continue for a period of one year thereafter, unless terminated, canceled or extended as otherwise provided herein as provided for in A.R.S. 31 § 121.
- B. **Contract Extension**: Contractor agrees that Navajo County shall have the right, at its sole option, to renew the contract for two (2) additional one-year extension periods or portions thereof.
- C. **Modifications to Contract**: In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

13. RATE ADJUSTMENTS:

- A. The County will review <u>fully documented</u> requests for rate adjustment after services have been provided for a one (1) year period. Indices to be used to support rate adjustment requests shall include U.S. Department of Labor, Bureau of Labor Statistics Indices entitled: CPI for All Urban Consumers and PPI Finished Goods Food (unadjusted). Any rate adjustment will only be made at the time of contract renewal or extension and will be a factor in the extension review process and **must be fully justified in writing**.
- B. The County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will be effective upon the effective date of the contract extension or renewal and shall remain in effect during the extension or renewal.

STANDARD TERMS AND CONDITIONS

- 1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seg.
 - C. The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The Proposer submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.
- 2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

In the opinion of the County, Vendor provides personnel that do not meet the requirements of the contract:

In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, Vendor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality;

Vendor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

- 3. RECORDS: Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
- 4. ARBITRATION: It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The

dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Vendor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

5. INDEPENDENT VENDOR: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Vendor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Navajo County will not provide any insurance coverage to the Vendor, including Workers' Compensation coverage. The Vendor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Vendor should make arrangements to directly pay such expenses, if any.

- 6. AFFIRMATIVE ACTION: Vendor agrees to abide by the applicable provisions of the County. Vendor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
- 7. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
- 8. PATENT INFRINGEMENT: The procuring agency should advise the Vendor of any impending patent suit and provide all information available. The Vendor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part in enjoined, the Vendor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
- 9. **DUPLEXED/RECYCLED PAPER:** The Vendor shall ensure that, when practicable, all printed materials produced by the Vendor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- **10. AMERICANS WITH DISABILITIES ACT:** The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
- 11. CONFIDENTIALITY OF RECORDS: The Vendor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to

- employees or officers of Vendor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- **GRATUITIES:** The County may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.
- 13. APPLICABLE LAW: This contract shall be governed by, and the County and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in federal or state courts in the State of Arizona.
- 14. CONTRACT: The contract shall be based upon the Request for Proposals issued by the County and the offer submitted by the Vendor in response to the Request for Proposals. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposals. The County reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- **15. LEGAL REMEDIES:** All claims and controversies shall be subject to the Navajo County Procurement Code.
- **16. CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Vendor.
- 17. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- **18. SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
- 19. PROTECTION OF GOVERNMENT BUILDINGS: The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Vendor fails to do so and damages such buildings, equipment and vegetation, the Vendor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor shall be liable for the cost thereof, which may be deducted from the contract price.

- 20. INTERPRETATION PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 21. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned by the Vendor without prior written permission of the County, and no delegation of any duty of Vendor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
- 22. SUBCONTRACTS: No subcontract shall be entered into by the Vendor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Vendor referred to herein. The Vendor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
- 23. RIGHTS AND REMEDIES: No provision in this document or in the Vendor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- **24. PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Proposals shall be received at the Procurement Office before the Request for Proposals opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
 - A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the Request for Proposals or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
- 25. WARRANTIES: Vendor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Vendor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

26. INDEMNIFICATION: To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Vendor's work or services. Vendor's duty to defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting from, caused in whole or in part by any act or omission of Vendor, anyone Vendor directly or indirectly employs or anyone for whose acts Vendor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Navajo County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- 27. OVERCHARGES BY ANTITRUST VIOLATIONS: The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.
- 28. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
- 29. ADVERTISING: Vendor shall not advertise or publish information concerning this contract without prior written consent of the County.
- **30. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Vendor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

31. FORCE MAJEURE:

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- **32. INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 33. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Vendor or any other person except with prior written permission by the County.
- **34. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
- 35. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
- 36. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Vendor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
- **37. LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Vendor until payment in full is made by the County. Upon request of the County, the Vendor shall provide a formal release of all liens.
- **38. COMMISSION COLLECTION:** Commissions shall be paid monthly and such payment shall arrive no later than forty-five (45) days following the calendar month for which commissions are being paid. Failure to pay accurate commissions on a regular basis shall be grounds for contract termination.
- **39. LICENSES:** Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract.
- **40. COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- **41. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
- 42. SUBSEQUENT EMPLOYMENT: The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a vendor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when

written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.

43. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the County may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

"County" Navajo County, Arizona

"Vendor/Contractor" The individual, partnership, or corporation who, as a result of the

competitive proposal process, is awarded a contract by Navajo County.

"Contract" The legal agreement executed between Navajo County, Arizona and the

Vendor/Contractor.

"Contract Representative" The County employee or employees who have specifically been

designated to act as a contact person or persons to the Vendor, and responsible for monitoring and overseeing the Vendor's performance

under this contract.

"Procurement Manager" The contracting agent for Navajo County.

44. SUSPENSION OR DEBARMENT CERTIFICATION

By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The state also may exercise any other remedy available by law.

45. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the County. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name	
Date	By Name and Title of Authorized Representative
	Signature of Authorized Representative

SBA Form 1623 (10-88)

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

NAVAJO COUNTÝ PROCUREMENT OFFICE 100 EAST CODE TALKERS DRIVE P. O. BOX 668, HOLBROOK, AZ 86025

ELIGIBILTY FOR COOPERATIVE PURCHASING

The Offeror shall in	dicate on this page whether other public agencies may participate in this contract during
the contract term.	If "Yes" is checked, any eligible federal, state or local public agency that has entered into a
cooperative purcha	sing agreement with Navajo County may participate in this contract during the contract
term (per ARS § 41	-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by
other agencies.	
VES _ Elic	sible for cooperative purchasing

_____YES – Eligible for cooperative purchasing
_____NO – Not eligible for cooperative purchasing

NOTICE IS HEREBY GIVEN that all proposal documents shall be completed and/or executed and submitted with the proposal. If Vendor fails to complete and/or execute any portion of the proposal documents, this proposal will be determined to be "non responsive" and rejected.

PROPOSAL CHECKLIST

REQUIRED DOCUMENTS	COMPLE	ETED/EXECUTED
Original and four (4) copies Total of 5 Proposals (F	P 14)	
Copy of Original RFP		***************************************
Proposal Evaluation Requirements (P 17-18)	***************************************	
Bonds (P 22)		
Certification Regarding Debarment, Suspension And Other Responsibility Matters (P 30 & 31)		
Cooperative Purchasing Agreement (P 33)	B000-0-7	
Proposal Checklist (P 34)		
Price Page (P 35)		
W-9		
Offer and Acceptance (P 14 & 36)		
Attachment A References (P 40)	# control million of the control of	
ACKNOWLEDGEMENT OF RECEIPT OF ADDEN #1 #2 #3	IDA: #4	#5
Initials/ Date		
Signed and dated this da	ay of	, 2013
Authorized Signatory for	Firm	Title

PRICE PAGE

TAXES:

Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods.

Exemption Certificates will be prepared upon request.

Tax Identification Numbers:

Offerors are <u>required</u> to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance

Form and provide the tax rate and amount, if applicable, on the Price Sheet.

Identification of Taxes in Offer:

The State of Arizona is subject to all applicable taxes. Offerors shall indicate taxes as a separate

item in the Offer.

Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall

include all delivery and unloading at the destination(s).

PRICING:

Contractor will provide food service cost information using the price table below based on ACA and ADE standards for daily food allowance for detention facility Adult and Juvenile inmates:

ADULT INMATE MEALS/DAY:

	2 3 3 7 V 3 3 3 .	** ****	(A E.E.(A) M.P. (S. M. 4		
Cost Category	300-450 Meals	451-600 Meals	601-900 Meals	901-1200 Meals	1201-1500 Meals
Overhead % of meal cost					
Administrative % of meal cost					
Food % of meal cost					
Tax % of meal cost (include rate applied)					
Total Cost-Per Meal: 1st Year					
2nd Year					
3rd Year					
4th Year					
5th Year					

JUVENILE INMATE MEALS/DAY

	U C I LII III		M.M.J. M.M.J.C.J. E.F. L. M. E.		
Cost Category	4-20 Meals	21-40 Meals	41-80 Meals	81-120 Meals	121-160 Meals
Overhead % of meal cost					
Administrative % of meal cost					
Food % of meal cost					
Tax % of meal cost (include rate applied)					
Total Cost-Per Meal: 1st Year					
2nd Year					
3rd Year					
4th Year					
5th Year					

OFFER FORM

TO NAVAJO COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposals.

In accordance with A.R.S. § 35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

Sudan.	
	For clarification of this offer, contact:
Company Name	Name:
Address	Phone:
	Fax:
City State Zip	E-mail:
Signature of Person Authorized to Sign	
Printed Name	-
Title	-
ACCEPTANCE OF OFFER: The offer is hereby accepted.	
_	naterials or services listed in RFP# F14-07-01 including all terms, and the Vendor's Offer as accepted by Navajo County.
The Vendor has been cautioned not to comme contract until Vendor receives this signed sheet,	ence any billable work or to provide any material or service under this or written notice to proceed.
Awarded this day of	20
AUTHORIZED SIGNATURE	

Attachment A

Vendor References

FIR	M SUBMITTING PROPOS	AL:
1.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:
2.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:
3.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:
4.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:
5.	COMPANY NAME:	
	ADDRESS:	
	CONTACT PERSON:	
	TELEPHONE:	E-MAIL ADDRESS:

DEFINITION OF TERMS

Definition of Terms: As used in this solicitation and its instructions, the terms listed below are defined as follows:

TERM	DEFINITION
"Attachment"	Any item the Solicitation requires an Offeror to submit as part of the Offer
"Contract"	The combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
"Contract Amendment"	A written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
"Contractor", "Offeror", "Proposer", "Vendor"	The business entity responding to a bid opportunity with the County, or that has a Contract with the County.
"Cost Per Meal"	The cost to the County for providing a single meal with all its menu components including labor, supplies, equipment, overhead operating and administrative costs as outlined in the Request for Proposal. This meal cost shall include all medically and religiously restricted diets, sack lunches, juvenile meals and at least four (4) holiday meals that shall be provided at a cost of 30% more than the average raw food cost.
"County"	Navajo County, a political subdivision of the State of Arizona.
"Contract Representative"	The County employee(s) who is specifically designated to act as a contact person(s) to the Contractor, and is responsible for monitoring / overseeing the Contractor's performance under the terms of this contract.
"Day"	Calendar days unless otherwise specified.
"Exhibit"	Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
"Fair Market" or "USDA Commodities"	Value of food products available to the institutional food service through the USDA donated commodity program. The fair market value figures are issued through the Arizona Department of Education, http://www.ade.az.gov/health-safety/cnp/fdp/ (Commodity Information, Commodity Prices), on at least a yearly basis. The Contractor is required to maintain an updated record of all items received and utilized as well as the fair market value and delivery costs associated with this program.
"Food Service"	The food service in total, including a production kitchen(s), distribution, storage space and food service offices.
"Food Service Liaison"	A County employee appointed to function as the contract monitor and liaison between the Contractor and the County, responsible for communication, administration, compliance monitoring with terms and requirements of the contract by Contractor, review of invoices and daily coordination of operational requirements.
"FSMC"	Food Service Management Company.
"Gratuity"	A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
"Inmate"	County inmate (Adult detention centers or Juvenile Detention Center).

TERM	DEFINITION
"Inmate Labor"	Contractor shall train and utilize the inmate population in production and sanitation capacities both as a cost effective labor pool and as an on-the-job training activity within the facility. Inmate labor shall be arranged and coordinated with designated persons at the various units in concert with the Contractor. Inmate labor used by the Contractor shall be paid for by the Department's Work Incentive Pay Plan (WIPP) budget and as approved by the Department. All training shall be documented by the contractor for review by the Department.
"JDC"	Navajo County Juvenile Detention Center
"LEA"	Local Education Agency.
"NCSO"	Navajo County Sheriff's Office and/or Navajo County Sheriff's Department
"NSLP"	National School Lunch Program
"Offer"	Bid, proposal, or quotation.
"Portion"	Portion is defined as serving (cooked) weight or volume as delineated in the Food Specifications/Standard Menu.
"Procurement Manager"	The contracting agent for Navajo County, Arizona.
"SBP"	School Breakfast Program.
"Solicitation"	Invitation for Bids (IFB); Request for Proposals (RFP); Request for Qualifications (RFQ).
"Solicitation Amendment"	A written document that is authorized by the Procurement Manager and issued for the purpose of making changes to the Solicitation.
"Subcontract"	Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

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This Menu is Subject to Change W	*0>	# ·	<i></i>		mz	z - c			rnzo	- j	J - 4	n >> m.	x p m z g		
This Menu is Subject to Change Without Notice	Sand Salad Dressing 1/2 oz Fresh or Canned Fruit 1/2 cup 2% Milk 8 ff oz	Sandsich (2 oz N 2 Bread) pach	Drink Mix Packet 1 each	valid thead loast 2 slice	Seasoned Carrots 1/2 cup	Spaghetti Noodes 1 cup		Whipped Margarine 1/2 oz Frosted Cake 1/48 1 each Onnk Mix Packer 1 each JDC Only: 2% Mik & noz	Mexi Com 1/2 cup	C. Mexi Taço Meat 3 oz Shredded Choese 1/2 oz Shredded Lettuce 1/2 cup	winderen wergenne av 92 2% Milk 8 hoz	skie Biscuit 1/48 1 each	Flot Celeal 1 cup Sujar Packets 2 pkts G. Sausage Gravy 6 oz over Biscurt 1/48 1 each		MONDAY
ande Without Notice	Sand Salad Dressing 1/2 op Fresh or Canned Fruit 1/2 cup 2% Milk 8 ft oz	800 de 100 d	Frested Cake 1/48 i piece Druk Mix Packet Leach	Bread 2 slice Whipped Margarine 1/2 oz	Nevy Beans 1/2 cup	Meat Loaf Patty 3oz 3 oz Bříown Gravy 2 fl oz Mashed Polatoes 1 cup		Frosted Bar 1/48 1 piece Drink Mix Packet 1 each JDC Only: 2% Milk 8 ft cz	Mixed Vegerables 172 cup	Burger Patty 1 each Hamburger Bun 1 whole	Whipped Margarine 1/2/02 Nutri-Cat PC 8 ft oz	Biscuit 1/48 1 each	Hot Cereal 1 cup Sugar Packets 2 pkis Egg & Cheèse Cass 1#i0 so		TUESDAY
1.5 C 2.5 C	Sandolch (2 oz M 2 Bread) 1 each Sand Salad Oressing 1/2 oz Fresh of Carned Fruit 1/2 cup 2% Milk 8 froz		Brownie 1/48 1 each Drink Mix Packet 1 each	side Combread 1/48 1 each Whipped Margarina 1/2 oz	Cooked Cabbage 1/2 cup	Mex.Pis 12 oz over Combread 1/48 1 each	CHARLES THE COMMENT OF THE COMMENT O	Dread 2 slices Whipped Margarine 1/2 oz Frosted Cake 1/48 1 each Orink Mix Packet 1 each JDC Onty: 2% Milk 8 fl oz	Peas 1/2 cup	Turkey Tetrazzini 12 oz	Whisped Margarine 1/2 oz 2% Milk, 8 fl oz	Biseuit 1/48 1 each	Hot Cereal 1 cup Sugar Packets 2 pkts Frome Fried Potato 1 cup Turkey Ham 2 oz	ANTONICOLINI	WEDNESDAY
ZO 11 O MHM 8: 7	Sandwich (2 oz M 2 Bread) 1 each Sand Salad Dressing 1/2 oz Fresh or Canned Friji 1/2 oup	ABC OBL	Frysled Cake 1/48 1 each Drink Mix Packet 1 each	Combread 1/48 1 each Whipped Margarine 1/2 oz	Mixed Lettics Salad 1/2 cup Diassing Bulk 1 oz	Chicken Chili 8 oz over Rice 1 cup		Ketchup 2 tbsp Cookie 2 oz 1 each Drink Mk, Packet 1 each JDC Only: 2% Milk 8 from	Oven Baked Fries 1 cup Seasoned Carrots 1/2 cup	Hot Sandwich of: Country Fried Patry I each Hamburger Bun 1 whole	Wnipped Margarine 1/2 oz Nuth ⊙al PC 8 fl oz	Breakfast Bar 1/45 1 éach	Hat Cereel 1 cup Şugar Packets 2 pkas T. Bologina 2 ož Lyonnaise Potato 1 cup	HORSDAY	TUITON
2% Milk 8 fl o2	Sandwith (2 st M 2 Beauth Each Sand Salad Dressing 1/2 oz Flesh or Canned Fruit 1/2 opp	CHINA SIA FACKEL 6 JOH	Frosted Cake 1/48 1 each	Combread 1/48 2 slices Whippied Margarine 1/2 oz	Giaen Beans 1/2 cup	Mac & Chiz w/ I. Hami 10 oz	20 City, 470 888 8 11 02	Bread, 2 silces Whitepped Margarine 1/2 b2 Bar 1/46 1 each Orink Mix Packet 1 each	Spaghetti Noodles Toup Mozed Vegetables 1/2 cup	Mealballs, 5 gz ea 3 gz Brown Gravy 2 thoz	Whoped Margarine 1/2 oz 2% Milk B fi oz	Biscuit 1/48 1 each side Biscuit 1/48 1 each	Hot Coreal 1 cup Sugar Packets 2 pkts C Saysage Gravy 6 pz over	FRIDAY	Section of the sectio
2% Mik 8110Z	Særdwich (2 oz M 2 Bread) 1 each Sand Selad Oressing 1/2 oz Fresh er Canned Fruit 1/2 oup	Drink Mix Packet 1 each	Frosjed Cake 1/48 1 each	Bread 2 slices Whipped Margarine 172 bz	Pinto Beans 1/2 cup	Salisbyry Steak 3 oz Brown Gravy 2 froż Rice 1 cub	JDC Only: 2% Milk 8 ft oz	Bread 2'siloes Whopsed Margarino 1/2 oz Brownie 1/48 1 each Drink Mix Paskot 1 each	Peas 1/2 cup	Turkey Noodle Cass 3 oz	Whipped Margarine 1/2 oż Nurri-Cat PC 8 ft oz	Home Fried Potato 1 oup Biscuit 3/48 1 each	Hot Cereal 1 cup Sugar Parkets: 2 pkis Breakfast Party 1 cz 2 each	SATURDAY	administrative (Administration of the contract Administration of the contract
A SHAN DI OZ 2% MIK 8 fl OZ 2% MIK 8 fl OZ 2% MIK 8 fl OZ	Sandwich (2 oz M 2 Bread) 1 each Sand Salad Dressing 1/2 oz Fresh or Carmed Fruit 1/2 our	Drink Mix Packet 1 each	Cookie 2 ez 1 each	Whipped Margarine 1/2 oz	Mixed Lettuce Salad 1 cup Drassing Bulk 1 oz	Turkey Pot Pie 10 oz OVER	JDC Only; 2% Milk 8 ft oz	Bread 2 slices Whipped Margarine 1/2 oz Frosted Callo 1/48 1 piece Dirink Mix Packet 1 each	Mashed Polatoes 1 oup Peas & Carrots 1/2 cup	Chicken Patty 3 cz. 1 each Cheam Grayy 2 ft oz	Whipped Margarine 1/2 oz Nutri-Cat PC 6 fl oz	Hash Browns, 1 cup Biscuit 1/48 1 each	Hot Ceroal 1 cup Sugar Packets 2 pkts Scrambled Eggs 1 #12 sc	SUNDAY	The state of the s

of tace, color, national origin, sex, uge or disaculty. To file a completed by this institution is promised against discriminating on the basis 1405 independence Ayenue, S.W., Washington D.G., 20220-9400 or call (800) 795-3272 (voice) or (202) 720-5382 (TTY). USDA is an equal opportunity employer and provider.

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This Menu is Subject to Change Without Notice	Sandwith 12 oz M 2 Breath T éach Sand Salad Dressing 112 oz Fresh or Cannad Fruit 112 oup 2% Milk 8 fl oz	or the second se	Cookie 2 oz 1 each Drink Mix Packet 1 each	Combread 1/48 1 each Whipped Marganire 1/2 oz	Greens 1/2 cup	Turkey Ham 3 oz Roce Pilaf 1 cup	Drink Mix Packet 1 each JDC Only: 2% Milk 8 H oz	Bread 2 slices Whipped Margarine 1/2 oz	เลิกซอก Beans 1/2 รบุก	C. Pizza Casservie 12 oz	Wnigped Margarine 1/2 oz / 2% Milk 8 fl oz	side Biscuit 1446 1 each	Hist Cereal 1 cup Sugar Peacets 2 picts C Sausage Gravy 6 oz Over		WONDAY
ange Without Notice	Sandwich (2 oz N 2 Bread) 1 each Sand Salad Dressing 1/2 pz Fresh or Canned Fruit 1/2 pup 2% Milk 8 ft oz	The second secon	Frosted Cake 1/48 1 piece Drink Mix Packet 1 each		Mexi Corn 1/2 cup.	C. Mexi Taco Meat 3 oz Shredded Cheddar Chz 1/2 oz Shredded Lettuce 1/2 oup Tortika Chips 1 oz.	Drink Mix Packet 1 each JDC Only: 2% Milk 8 fl oz	Conduead 1/46 1 each Whippe Margarine 1/2 oz	Ranch Beans 1/2 cup	C. Spanish Rice Cass, 10 oz	Wrippied Margarine 1/2 oz Nutri Call PC 8 fl oz	Biscuit 1/43 1 each	Hot Cercel 1 cup Sugar Packets 2 pkts Egg & Cheese Cass 1#10 sc		TUESDAY
	Sandwich 17 oz M 2 Bready 1 e'ach Sand Selad Dressing 1/2 oz Fresh or Canned Fruit 1/2 oup 2% Milk 8 fl oz		Cookje 2 oz 1 each Drnk Mix Packet 1 each	Bread 2 slices Whipped Margadine 1/2 oz	Mixed Vegetables 1/2 cup	C. Chu Marannoi 10 oż	Drink Mix Packet 1 each JDC Only: 2% Milk 8 II oz	Combised 1/48 1 each Whipped Margarine 1/2 oz	Greens 1/2 cup	F. Ham & Scall Potate 10 oz	Whipped Margarine 112 oz 2% Milk 8 fi oz	Biscuit 1/4% 1 each	Fiot Cerisal 1 bup Sugar Packets 2 pkts Home Fried Potato 1 cup Turkey Ham 2 cz	And the second	WEDNESDAY
	Sandwich (2 oz M 2 8/ega) 1, gach Sand Salad Dressing 1/2 oz Fresh or Canned Fult 1/2 cop 2% Mile 8 (Lov)	JBC Only	Cookie 2.oz 1 each Drink Mix Packet 1 each	Bread 2 slices Whipped Margarine 1/2 oz	Peas & Carrots 1/2 cup	Turkey Rice Cass 12 oz	Prosper Cake I148 1 each Drink Mix Packet 1 each JDC Only: 2% Milk 8 (Loz	Bread 2 slices Whipped Margarine 1/2 oz		Beans's Weetlie's 2#8 so Potato Salad 1 cup	Whipped Margarine 1/2 oz Nutri-Cat PC 8 fl oz	Breakfast Bar 1/48 1 each	Hot Céireal 1 cup Sugar Packets 2 pkts T. Bologna 2 oz Lyonnáise Potato 1 cup		THURSDAY
2% MW 5 floz 2% MW 5 floz 2%	Sandwich (2 oz M, 2 Breau) 1 each Sand Salad Dressing 1/2 oz Fresh or Carnes Fruit 1/2 oup		Cake 1/48 1 each	Sread 2 slices Wripped Margarine 1/2 oz	Cooked Cabbage 1/2 cup	Chicken Patty 3cz. 1 each Poulty Gravy 2 froz Mashed Potatoes. 1 cup	Gookie 2 oz 1 each Drink Mix Packet 1 each JDC Only: 2% Milk 8 froz	Combread 1/48 1 each Whupped Margarine 1/2 oz	-Creamy Colesiak 1/2 cup	Enchilada Cassergie 8 oz	Whippeid Margarine 1/2 oz 2% Milk 8 fl oz	Biscuit 1/48 1 each side Biscuit 1/48 1 each	Hot Ceneal 1 cup Sugar Packets 2 pkts C. Sausage Gravy 6 oz Over		FRIDAY
2% Mik 6 floz	Sarovich (2 oz M 2 Bread) 1 each Sarju Salad Dressing 1/2 oz Fresh or Canned Fruit 1/2 cup	Const. May Face of Legister	Frosted Cake 1/48 1 each	Bread 2 slices Whipped Margarine 1/2 oz	Seasoned Carrols 1/2 cup	T. Ham & Noodles 12 oz	Bar 1/48 1 each Drink Mix Packet 1 each JDC Only: 2% Mik 6 floz	Bread 2 sices Whighed Margaine 172 oz	Mixed Vegetables 1/2 cup	Mediballs 5oz 3 gz Brown Gravy 2 t cz Spaghedt Noodles 1 c _t p	Whippod Margarine 1/2 oz Nurri Cat PC 8 fl oz	Hame Fried Potato 1 cup Biscuit 1/48 1 gach	Hot Careal 1 cup Sugar Packets 2 pkls Breakfast Patty 1 oz 2 each	SATURDAY	VACGLEAS
2% htilk 8 floz	Sandwin (2 oz M 2 Bread) 1 each Sand Salad Cressing 1/2 oz Fresh or Canned Fruit 1/2 cap	Uffice Vitx Tacket Tleach	Cookie 2 oz 1 each	Combread 1/46 1 each Whipped Margarine 1/2 oz	Com 1/2 cup	County Fried Patty 1, each Country Gravy 4 ff oz Mashed Potatoes 1 oup	Frosted Cake 1/48 1 piece Drink Mix Packet 1 each JDC Only: 2% Mik 6 ft oz	THE PROPERTY OF THE PROPERTY O	Bosted 6kd 6eans 1/2 cup	Hot Sandwich of: Shippy Joe 1# 18 so Hamburger Bun 1 vaicle Potato Satad 1 cup	Whipped Madjarine 1/2 oz Nutri-Cal PC 8 fl oz	Hash Browns 1 cup Siscuit 1/48 1 each	Hot Cereal 1 cup Sugar Packets 2 pkts Scrambled Eggs 1 #12 so	SUNDAY	CLATION

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MANAGED SERVICES

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This Menu is Subject to Change Without Notice.	Drink Max Packet 1 each Sandwich (2 oz 14 2 Beach 1 each Sandwich (2 oz 14 2 Beach 1 each Sand Salad Dressing 11/2 oz Fresh or Canned Fruit 11/2 cup 2% Mik 8 fl oz	Burger Patty 1 each Brown Gravy 2 ft oz Marcaroni Noodies 1 cup Cooked Cabbege 1/2 cup Brewne 1/2 sikes Whipped Margarine 1/2 oz Browne 1/48 1 each	F. Ham & Navy Beans 10 oz Creamy Colesiaw 1/2 cup Combread 1/48 Leach Whipped Margarine 1/2 oz Frosted Caller 1/48 Lpiece Drink Mix Packet 1 each JDC Only: 2% Mix 8 fl oz	MONDAY Hot Cereal 1 cup Sugar Packets 2 pkts C. Sausage Gravy 6 oz over Biscult 1/48 1 each side Biscult 1/48 1 each Vinipped Margaine 1/2 oz 2% Milk 8 froz
ange Without Notice.	Drink Mw. Packet 1 each Sanzwich (2 cc M 2 Breat) 1 each Sand Salpd Diressing 1/2 cz Fresh or Canged Fruit 1/2 cup 2% Milk st noz	C. Chiri Maccaroni 10 öz. Mixed Vegetables 1/2 cup Biscult 1/48 1 each Whuppe Mergarine 1/2 oz Frosted Cake 1/48 1 pisco	C. Mexi Taco Meat 3 oz Shredded Cheese 1/2 oz Mexi Rice 1/2 cup Shredded Lettuce 1/2 cup Corn 1/2 cup Cornbread 1/48 1 piece Whipped Margadhe 1/2 oz Frosted Bar 1/48 1 piece Orink Mix Packet 1 each JDC Only; 2% Mik 8 fl oz	TUESDAY Hot Cereat 1 cup Sugar Packets 2 pkts Egg & Cheese Cass 1 #10 sc Biscuit 148, 1 each Whipped Margarine 1/2 oz Nutn Çal PO 8 ff oz
in accorda	Drink Mix Packet 1 each Stindnich (2 oz M 2 Beeu) 1 each Sand Salad Dressing 1/2 oz Fresh or Canned Fruit 1/2 cup Fresh or Canned Fruit 1/2 cup	Chicken Patty 302 1 éach Cream Gravy 2 fl oz Mashed Potatoes 1 cup Peas 1/2 cup Peas 1/2 cup Biyoad 2 sices Whipped Margarine 1/2 oz Frostod Cake 1/46 1 each	Créamed Turkey 8 oz over: Wide Egg Noodles 1 cup Seasoned Carrols 1/2 cup Combread 1/48 1 piece Whipped Margarine 1/2 oz Cookle 2 oz 1 each Drink Mix Packet 1 each JDC Only: 2% Milk 8 floz	WEDNESDAY Hot Cereal 1 cup Sugar Packets 2 pkts Home Fried Rotato 1 cup Turkey Ham 2 oz Blacuk 1/48 1 auch Whipped Marganine 1/2 oz 2% Mik 8 ft pz
in accordance with Federal law and U.S. Department of Associations which the section is seen and	Drink Mx Packel 1 each Drink Mx Packel 1 each Drink Mx Packel 1 each Sand Select 2 Breat) 1 each Sand Select Dressing 1/2 oz Fresh or Canned Fout 1/2 out Fresh or Canned Fout 1/2 out	Italian Meat Sauce 3/4 cup ovier Spaghetti Noodles 1 cup Green Beans 1/2 cup Garik Bread 2 stice	Sandwich of: Turkey Harn 2 1/2 oz I. Choese Sice 1 skce Hamburger Brin 1 whole Potalo Salad 1/2 cup Bosted Bkd Beans 1/2 cup Bosted Bkd Beans 1/2 oup Sand Salad Dressing 1/2 oz Fripsted Bar 1/4 5 1 each Dink Mix Packet 1 each JDC Only: 2% Mik 8 fl oz	THURSDAY Hot Cereal 1 cup Sugar Packets 2 pkts T. Bokogna 2 oz Lyonnaise Potato 1 cup Greakfast Bar 1/48 1 each Whipped Margarine 1/2 oz Nutri-Cal PC 8 fl oz
artment of Anton Million Policy No.	Dink Mx Packet 1 each Dink Mx Packet 1 each Sandwich (2 oz M 2 Beaut) 1 each Sand Salad Dressing 1/2 bz Fresh or Courned Fruit 1/2 cup Fresh or Courned Fruit 1/2 cup	Mac & Chz w/T Frank's 10 oz Cooked Cabbage 1/2 cup Bread 2 slices Winipped Margarine 1/2 oz	Chicken Chill 8 oz over Rice 1/2 cup Greamy Coleslaw 1/2 cup Combread 1/48 1 piece Whipped Margiathe 1/2 dup Cookie 2 oz 1 each Drink Mix Packet 1 each JDC Only: 2% Milk 8 ff vz	FRIDAY Fito Cereal 1 cup Sugar Packets 2 pkts C. Suusage Gravy 6 oz over 6/scult 1/46 1 each skide Biscult 1/48 1 each Whitpped Margarine 1/2 oz 2% Mik 8ff oz
	Prosed Cake 1/48 1 page Drink Mix Packet 1 each Sindswith Qould 1 paget 1 each Sand Salad Diessing 1/2 oz Fresh or Carried Fruit 1/2 cup	T. Ham & Cheesy Rice 10 oz Greens 1/2 cup Gread 2 slices Whapped Maragine 1/2 oz	Hat Sandwich of: BBQ Meatrails 6 éach froi Dog Bun 1 whole Home Fred Potato 1 cup Mixed Vagetables 1/2 cup Mixed Vagetables 1/2 cup Ercsted Bai 1/48 1 each Didek Mix Packet 1 jeach DC Only: 2% Milk 8 floz	SATURDAY Hot Careal 1 cup Sugar Packets 2 pkts Breakfast Patry 1 oz 2 each Home Fried Potato 1 cup Biscuit 1/46 1 each Worlpped Margatine 1/2 oz Nutrl Cal PC 8 fl oz
7.0 11.0 Viting 0.7	Browne 1/48 1 each Drink Mr. Packet 1 each Drink Mr. Packet 1 each Sandwich 12 m.M 2 Breach 1 each Sand Salad Dressing 1/2 oz Fresh or Canneg f ruit 1/2 cup	Meat Loaf Pathy 3 bz Brown Gravy 2 thoz Mashed Potatoes 1 cup Green Beans 112 cup Combréad 1/48 1 piece Whipped Margarine 1/2 oz	Turkey Noodle Cass 10 oz Seasoned Carrots 1/2 cup Seasoned Carrots 1/2 cup Bread 2 silices Whipped Margarine 1/2 oz Frosted Cake 1/46 1 piece Drink Mix Packet 1 each JDC Only, 2% Mix 8 fl oz	SUNDAY Hot Cerpal 1 cup Sugar Packets 2 pkts Scrambled Eggs 1 #12 sc Hash Browns 1 cup Biscuit 1/48 1 each Whipped Margarine 1/2 oz Nutr-Car PC 8 floz

We use Yellow Food Color #5 on all menus.

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20250-8400 or call (300) 795-3272 (voice) or (202) 720-5382 (TTY). USDA is an

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This Menu is Subject to Change Without Notice	Fresh or Canned Fruit 1/2 cup 2% Milk 8 ftoz	Sand Salad Dressing 1/2 oz	Bar 1/48 1 piece Drink Mix Packet 1 each	Garlic Bread∏oast 2 slices	Com 12 cup	Italian Meat Sauce 3/4 cup 'over Späghett Noodles 1 cup	Bizad 2 skoss Withipped Margarine 1/2 oz Cookie 2 oz 1 each Drink Mix Packet 1 each JPC Only: 2% Milk 6 ft oz	Peas 1/2 cup	Chicken Patty 3 oz 1 egch Grayy 3 ti pz Mashed Potatoes 1 cup	Whipped Margarije 1/2 oz 2% Milk 6 fl oz	bişcult 1/48 1 each side Biscult 1/48 1 each	Hot Cerual 1 cup Sugar Packets 2 pkts C. Sausuge Gravy 6 pz	WONDAY	NACIACON
anna Without Notice	Fresh or Canned Fruit 1/2.cup 2% Milk 6 ti oz	Sand Salad Dressing 1/2 oz	 Frostod Cake 1/48-1 pięce Drink Mix Packet 1 each	Biscut 1/46 1 each Whipped Margarine 1/2 oz	Cooled Çabbaga 1/2 cup	T. Ham Cheesy Roe 11 oz	Sand Salad Dressing 1/2 oz Copkie 2 oz 1 eash Dink Mix Packet 1 each JDC Only: 2% Milk & fl oz	Boston Bkd Beans 1/2 cup Chips 1 oz	Sandwich of: T. Bologna 2 1/2 oz f Cheese Shoe 1 skoe Hamburger Bun 1 whole	Whipped Margarine 1/2 oz Nutri-Cal PC 8 fl.oz	Biscut 1/48 1 each	Hot Cereal 1 cup Sugai Packets 2 pks Egg & Cheese Cass 1 #1û so	IUESDAY	43.17.27.40.
	Fresh or Canned Fruit 1/2 cup 2% Milk 8 floz	Sandwich (2 oz RI 2 Bread) Feach Sand Salad Oressing 1/2 oz	 Frosted Çake 1/48-1 placa Drink Mix Packet 1 each	Bread 2 slices V/hjpped Margarine 1/2 oz	Mixed Vegetables 1/2 cup	Turkeya la King Gipz over Wide Egg Noodes 1 cup	Bread 2-sices Whapped Margarine 1/2 oz Frosted Bar 1/48 1 piece Drink Mix Packet 1 each JDC Only: 2% Milk 8 tl oz	Green Beans 1/2 cup	Burger Patty 1 each Gravy 2ff oz Mashed Potatoes 1 cup	Whipped Margarine 1/2 oz 2% Milk, 8 fi oz	Biscuit 1/48 1 éach	Hot Cereal 1 cup Sugar Packets 2 pkts Frame Fried Potato 1 cup Turkey Ham 2 oz	WEDNESDAY	
	Fresh or Carned Fruit 1/2 cup	Sand Salari Dressing 177 oz	Çookie 2 oz 1 each Drink Mox Pačkat 1 each	Bread 2 slices Whipped Margarine 1/2 oz	Seasoned Carrots 1/2 cup	Country Fried Patry 3 oz Gravy 2 ft oz Máslied Potatoes 1 oup	Combread 148 1 piece Whipped Margarine 1/2 oz Frosted Cake 1/48 1 piece Dirink Mix Packet 1 each JDC Only: 2% Milk 6 ft oz	Creany Colesiaw 1/2 cup	Enemiada Casserala 8 oż	Whipped Margarine 1/2 oz NurruCal PG 8/1 oz	Breakfast Bar 1/48 1 each	ifat Cercal 1 cup Sugar Packets 2 pkts T. Bologna 2 cz Lyotnaise Polato 1 cup	THURSDAY	1
270 ft 0 30328 0 2	Fresh or Carned Fruit 1/2 cup	Sand Salad Downson 10 ca	Cake 1/48 1 pièce Drink Mix Packet 1 éach	Combread 1/48 1 piece Whipped Margarine 1/2 oz	Peas 1/2 cup	C. Chib Macaroni 10 oz.	Stead 2 slices Whipped Margarine 1/2 oz Copkje 2 oz 1 each Drink Mix Packjet 1 each JDC Only: 2% Milk 8 fl.oz	Green Şəaris 1/2 qip	Salisbury Steak 3 oz Gravy 2 floz Rice 1 cup	Windpied Margarine: 1/2 oz 2% Milk 8 froz	Biscult 1/48 1 each sitte Biscult 1/48 1 each	Hot Cereal 1 cup Sugar Packets 2 pkts G. Sausage Gravy 8 oz over	FRIDAY	Commence of the commence of th
20 H G Metal Se, 7	Sand Salad Drassing 1/2 oz Fresh or Carried Fruit 1/2 oup	Sandwich (2 oz M 2 Bread) 1 each	Bar 1/48 1 piece Uruik Mx Packet 1 each	Bread 2 sices Whipped Margarine 1/2 oz	Seasoned Carrols, 1/2 cup	T. Hain & Scall Potestite 10 oz	Biscut 1/48 1 each Whopped Marganine 1/2 oz Frosted Cake 1/48 1 piece Drink Mix Packet 1 each JDC Only: 2% Milk 8 fl oz	Mixed Vegetables 1/2 oup	Chicken Patty 3 oz 1 each Poultry Gravy - 2 li oz Boston Bakéd Bejaris 1/2 oup	Whipped Magarine 1/2 oz Nutri Cal PC 8 fi oz	Home Fried Polato 1 cup Biscuit 1/46 1 each	Hot Cereal 1 cup Sugar Packets 2 pkts Breakfast Patty 1 o2 2 each	SATURDAY	AND THE PERSON OF THE PERSON O
2% plik 9 tioz	Sand Salad Dressing 1/2 oz Fresh or Canned Fruit 1/2 cup	Sandwich (2 oz til 2 Bread) i each	Frosted Cake 1/48 1 piece	Combread 1/48 1 piece Whipped Margarine 1/2 oz	Greens 1/2 cup	C. Spanish Rice Cass 10 oz	Brownie 1/48 1 each Drink Mix Packet 1 each JBC Onty: 2% Milk 8 floz	Creatiy Mac Salad 1/2 cup	Hot Sandwich of. Slappy Joe 1 #10 sc Hamburger Bun 1 whole Hamburger Fried Potato 1 cup	Whipped Margarine 1/2 oz Nutri-Cai PC 8 fl oz	Hash Browns 1 cup Brsoull 1/48 1 each	Hot Cereel 1 oup Sugar Packets 2 pkis Screinbled Egys 1 #12 sc	SUNDAY	STATESTAND STATESTAND WAS SELECTED TO CONTRACT THE STATESTAND STATES AND STATESTAND STAT

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Navajo AZ 6 Aug 2012 - Regular / Regular - Week 1

Item Type: Menu Analysis

MacroNutrients			Vitamins	Essential Amino Acids
Protein: Carbohydrates: Total Fat: Monounsat: Fat: Polyunsat: Fat: Saturated Fat:	113.80 18.52* 11.32* 29.30* 1,189.55*	Kcal gm gm gm gm gm gm gm gm gm gm	Vitamin A: 1,121.19* RE Vitamin E: 13.75* mg Thiamin (B1): 2.36* mg Riboflavin (B2): 1.54* mg Vitamin B6: 1.771* mg Vitamin B12: 2.84* mg Vitamin B12: 2.84* mg Folacin: 525.40* mg Vitamin C: 215.77* mg Vitamin D: 395.27* IU Vitamin K: 48.76* mg	Isoleucine: 2.19* gm Leucine: 3.83* gm Lysine: 2.41* gm Methionine: 0.94* gm Phenylalanine: 2.42* gm Threonine: 1.81* gm g Tryptophan: 2.27* gm Valine: 2.56* gm
Winerals			Other Information	Other Amino Acids
	1,130.08*	mg	Calories from Protein: 119	, A.C
Magnesium: Phosphorus: Potassium: Sodium: Copper: Iron: Manganese: Zinc:		mg mg mg mg mg mg mg	Calories from Carbohydrates: 539 Calories from Fat: 369 Poly/Sat Fat: 0.4 : Sodium/Potassium: 2.5 : Calcium/Phosphorus: 0.8 ::	Arginine: 2.46* gm Arginine: 2.46* gm Aspartic Acid: 4.03* gm Cystine: 0.86* gm Glutamic Acid: 12.18* gm Glycine: 1.74* gm
Phosphorus: Potassium: Sodium: Copper: Iron: Manganese:	1,331.28* 2,470.80* 6,095.59* 1.15* 17.80* .2.99*	mg mg mg mg mg	Calories from Fat: 369 Poly/Sat Fat: 0.4 : Sodium/Potassium: 2.5 :	Arginine: 2.46* gm Aspartic Acid: 4.03* gm Cystine: 0.86* gm Glutamic Acid: 12.18* gm Glycine: 1.74* gm Proline: 3.98* gm Serine: 2.50* gm

^{*} Nutrient includes one or more unreported values.

Navajo AZ 6 Aug 2012 - Regular / Regular - Week 2

Item Type: Menu Analysis

MacroNutrients		Vitamins	Essential Amino Acids
Total Fat: Monounsat, Fat: Polyunsat, Fat: Saturated Fat: Water: 1,2 Total Dietary Fiber: Insoluble Fiber:	81.80 gm 367.71 gm 115.30 gm 20.61* gm 10.64* gm 30.36* gm	Vitamin A: 1,030.39* RE Vitamin E: 13.56* mg Thiamin (B1): 2.17* mg Riboflavin (B2): 1.48* mg Niacin (B3): 16.92* mg Vitamin B6: 1.15* mg Vitamin B12: 2.96* mcg Folacin: 436.46* mcg Pantothenic Acid: 4.22* mg Vitamin C: 230.60* mg Vitamin D: 395.19* IU Vitamin K: 54.95* mcg	Histidine: 1.19* gm Isoleucine: 2.10* gm Leucine: 3.77* gm Lysine: 2.42* gm Methionine: 0.94* gm Phenylalanine: 2.32* gm Threonine: 1.75* gm Tryptophan: 0.58* gm Valine: 2.47* gm
Minerals		Other Information	Other Amino Acids
Phosphorus: 1,3 Potassium: 2,4 Sodium: 6,2 Copper: Iron: Manganese:	246.94* mg 302.82* mg 470.46* mg	Calories from Protein: 12% Calories from Carbohydrates: 52% Calories from Fat: 37% Poly/Sat Fat: 0.4:1 Sodium/Potassium: 2.5:1 Calcium/Phosphorus: 1.0:1	Alanine: 1.95* gm Arginine: 2.29* gm Aspartic Acid: 3.80* gm Cystine: 0.80* gm Glutamic Acid: 11.55* gm Glycine: 1.65* gm Proline: 3.94* gm Serine: 2.41* gm Tyrosine: 1.68* gm
			Fatty Acids
			Linoleic: 6.85* gm Oleic: 12.48* gm

* Nutrient includes one or more unreported values.

Navajo AZ 6 Aug 2012 - Regular / Regular - Week 3

Item Type: Menu Analysis

MacroNutrients			Vitamins	Essential Amino Acids
Protein: Carbohydrates: Total Fat: Monounsat, Fat: Polyunsat, Fat: Saturated Fat:	379.55 109.88 17.93* 10.63*	gm	Vitamin A: 1,115.29* RE Vitamin E: 13.59* mg Thiamin (B1): 2.33* mg Riboflavin (B2): 1.58* mg Niacin (B3): 18.50* mg Vitamin B6: 1.09* mg Vitamin B12: 3.02* mcg Folacin: 473.80* mcg Folacin: 473.80* mg Vitamin C: 229.85* mg Vitamin D: 394.46* IU Vitamin K: 93.18* mcg	Histidine: 1.11* gm Isoleucine: 2.04* gm Leucine: 3.59* gm Lysine: 2.18* gm Methionine: 0.89* gm Phenylalanine: 2.26* gm Threonine: 1.68* gm Tryptophan: 0.57* gm Valine: 2.38* gm
Winerals			Other Information	Other Amino Acids
Magnesium: Phosphorus: Potassium:	1,178,88* 246,58* 1,296,68* 2,461,45* 6,511,03* 1,13* 18,81* 2,93* 19,13*	mg mg mg mg mg mg mg	Calories from Protein: 11% Calories from Carbohydrates: 54% Calories from Fat: 35% Poly/Sat Fat: 0.4:1 Sodium/Potassium: 2.6:1 Calcium/Phosphorus: 0.9:1	Alanine: 1.87* gm Arginine: 2.23* gm Aspartic Acid: 3.64* gm Cystine: 0.84* gm Glutamic Acid: 11.82* gm Glycine: 1.62* gm Proline: 3.95* gm Serine: 2.37* gm Tyrosine: 1.57* gm
				Fatty Acids

^{*} Nutrient includes one or more unreported values.

Navajo AZ 6 Aug 2012 - Regular / Regular - Week 4

Item Type: Menu Analysis

Calories: 2,860.50 Kcal Protein: 80.00 gm Carbohydrates: 368.05 gm Total Fat: 118.47 gm Monounsat Fat: 21.47* gm Polyunsat Fat: 31.30* gm Saturated Fat: 31.30* gm Vater: 1,107.61* ml Total Dietary Fiber: 24.45* gm Insoluble Fiber: 0.00* gm Cholesterol: 266.39* mg Alcohol: 0.12* gm Caffeine: 1.33* mg	Vitamin A: 1,120.80* RE Vitamin E: 15.23* mg Thiamin (B1): 2.31* mg Riboflavin (B2): 1.54* mg Niacin (B3): 17.29* mg Vitamin B6: 1.14* mg Vitamin B12: 3.36* mcg Folacin: 458.36* mcg Pantothenic Acid: 4.26* mg Vitamin C: 237.06* mg Vitamin D: 415.04* IU Vitamin K: 54.74* mcg	Histidine: 1.17* gm Isoleucine: 2.11* gm Leucine: 3.75* gm Lysine: 2.36* gm Methionine: 0.92* gm Phenylalanine: 2.34* gm Threonine: 1.73* gm Tryptophan: 0.58* gm Valine: 2.49* gm
Minerals Calcium: 1,208.50* mg Magnesium: 254.34* mg Phosphorus: 1,385.07* mg Potassium: 2,531.01* mg Sodium: 6,220.23* mg Copper: 1.09* mg Iron: 16.94* mg Manganese: 2.95* mg Zinc: 19.03* mg	Calories from Protein: 11% Calories from Carbohydrates: 52% Calories from Fat: 37% Poly/Sat Fat: 0.4 :1 Sodium/Potassium: 2.5 :1 Calcium/Phosphorus: 0.9 :1	Alanine: 1.90* gm Arginine: 2.30* gm Aspartic Acid: 3.81* gm Cystine: 0.81* gm Glutamic Acid: 11.75* gm Glycine: 1.62* gm Proline: 4.01* gm Serine: 2.42* gm Tyrosine: 1.67* gm
		Linoleic: 7.76* gm Oleic: 13.64* gm

^{*} Nutrient includes one or more unreported values.

Joyce Alexander

From:

Dara Davis

Sent:

Wednesday, July 17, 2013 1:38 PM

To:

Joyce Alexander, Mary Jane Springer

Subject:

FW: Message from KMBT_C654

Attachments:

SKMBT_C65413071713340.pdf

This is what I have.

Total adult meals

333,563

Total juvy meals

12,773

Diabetics: On average

10

I've attempted to contact you guys, busy busy busy. Let me know if you need any additional information. Dara

From: support@navajocountyaz.gov [mailto:support@navajocountyaz.gov

Sent: Wednesday, July 17, 2013 1:35 PM

To: Dara Davis

Subject: Message from KMBT_C654